

## DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; that I verily believe I am a joint inventor of the invention entitled:

Flexographic Printing on Containers

which is described and claimed in:

☒ the attached specification; or,  
☐ the specification in application Serial No. \_\_\_\_\_,  
filed \_\_\_\_\_

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge my duty to disclose information which is material to the patentability of this invention in accordance with Title 37, Code of Federal Regulations, ' 1.56(a).

I hereby appoint the following attorney(s) and/or agent(s), with full powers of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:


<u>Name</u>	<u>Regn. No.</u>	<u>Name</u>	<u>Regn. No.</u>
Gerald O.S. Oyen	27,280	Thomas W. Bailey	36,411
Blake R. Wiggs	29,505	Gavin N. Manning	36,412
Bruce M. Green	30,524	George F. Kondor	40,477
David J. McGruder	32,375	Craig A. Ash	48,228
Hilton W.C. Sue	51,325		

Please direct all telephone calls to Oyen Wiggs Green & Mutala at Tel. No. (604) 669-3432. Please direct all faxes to Oyen Wiggs Green & Mutala at Fax No. (604) 6814081. Please address all correspondence to:

Gavin N. Manning, Esq.  
Oyen Wiggs Green & Mutala  
Suite 480-The Station  
601 West Cordova Street  
Vancouver, British Columbia  
Canada V6B 1G1

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Full name of  
first Inventor: Daniel Gelbart

Inventor's signature: 

Date: Oct 16 / 2003

Residence Address: 4706 Drummond Drive  
Vancouver, BC  
Canada V6T 1B4

Citizenship: Canadian

Mailing Address: Same as above

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Daniel GelbartApplication No./Patent No.: unassigned Filed/Issue Date: \_\_\_\_\_Entitled: Flexographic Printing on ContainersCreo Inc. \_\_\_\_\_, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☒ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %
- in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

[ ] Additional documents in the chain of title are listed on a supplemental sheet.

- [ ] Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

October 20/ 2003  
Date

M. Daniel  
Typed or printed name  
[Signature]  
Signature  
Authorized Signatory CEO/COO  
Title

## ASSIGNMENT

WHEREAS I,

Daniel Gelbart  
4706 Drummond Drive  
Vancouver, BC,  
Canada V6T 1B4

(the "Assignor"), whose full postal address is as set out above, is the inventor of certain inventions or improvements described and claimed in the application for United States Letters Patent executed concurrent herewith and entitled:

Flexographic Printing on Containers

AND WHEREAS, Creo Inc., (the "Assignee") whose full post office address is 3700 Gilmore Way, Burnaby, B.C., V5G 4M1, Canada, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said application, and in, to and under all Letters Patent which may be granted on or as a result thereof in all countries;

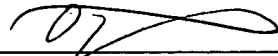
NOW THEREFORE, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the Assignor, do hereby, sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said application, and all continuations, divisions, renewals of or substitutes for said application, and in, to and under all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and I assign to and authorize the Assignee to file in my name applications for Letters Patent for said inventions or improvements in all countries, the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me, had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and I agree to communicate to the Assignee, or its nominees, all known facts respecting said invention or improvements, said application and said Letters Patent, to testify in any legal

proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or improvements in all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND I hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, all Letters Patent for said inventors or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

SIGNED at Burnaby BC, this 16 day of October, 2003.

  
\_\_\_\_\_  
Daniel Gelbart

#### STATEMENT OF WITNESS

I, Hazel Maxwell declare that I was personally present and did see Daniel Gelbart duly sign and execute the above assignment.

  
\_\_\_\_\_  
Witness

## ASSIGNMENT

WHEREAS I,

Daniel Gelbart  
4706 Drummond Drive  
Vancouver, BC,  
Canada V6T 1B4

(the "Assignor"), whose full postal address is as set out above, is the inventor of certain inventions or improvements described and claimed in the application for United States Letters Patent executed concurrent herewith and entitled:

Flexographic Printing on Containers

AND WHEREAS, Creo Inc., (the "Assignee") whose full post office address is 3700 Gilmore Way, Burnaby, B.C., V5G 4M1, Canada, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said application, and in, to and under all Letters Patent which may be granted on or as a result thereof in all countries;

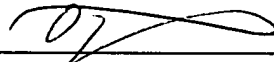
NOW THEREFORE, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the Assignor, do hereby, sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said application, and all continuations, divisions, renewals of or substitutes for said application, and in, to and under all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and I assign to and authorize the Assignee to file in my name applications for Letters Patent for said inventions or improvements in all countries, the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me, had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and I agree to communicate to the Assignee, or its nominees, all known facts respecting said invention or improvements, said application and said Letters Patent, to testify in any legal

proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or improvements in all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND I hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, all Letters Patent for said inventors or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

SIGNED at Burnaby BC, this 16 day of October, 2003.

  
Daniel Gelbart

#### STATEMENT OF WITNESS

I, Hazel Maxwell declare that I was personally present and did see Daniel Gelbart duly sign and execute the above assignment.

  
Witness